

Quotations for Small Purchases (QSP) No. Q20001

2121 Minnehaha Stair & Trash Door Replacement



Quotations for Small Purchases (QSP) No. Q20001 – 2121 Minnehaha Stair & Trash Room Door Replacement

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QSP ATTACHMENTS. Each quoter shall verify that they have downloaded and reviewed the following attachments, which are included as part of this QSP:

Document No.	Attachment	Description
2.0	B	Section 3 Business Self Certification
3.0	C	W/MBE and Section 3 Subcontractor Certification Form
4.0	D	Sample Contract
5.0	E	2121 Minnehaha Specifications
5.1	E-1	2121 Minnehaha Drawings

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**MINNEAPOLIS PUBLIC HOUSING AUTHORITY
QUOTATIONS FOR SMALL PURCHASES
FOR
2121 MINNEHAHA AVE STAIR & TRASH DOOR REPLACEMENT
QSP #20001
INDEX OF SUBMITTAL DOCUMENTS**

The index of submittal documents is provided to assist in completing a responsive submittal. The index of documents contains a listing of all required submittal items.

Please review this table and submit with your quote all the documents that are checked as “Required Submittal”. Documents that are checked “Signature Required” must be properly executed.

INDEX OF SUBMITTAL DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	QUOTER CHECKLIST
Section 3 Business Self Certification Form	Optional	✓	
WMBE and S3 Subcontractor Certification	✓	✓	

Quoters shall not submit their base bid fees with their Step #1 or uploaded quote submittal documentation; that pricing shall be submitted online only.

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1.0 Introduction. Minneapolis Public Housing Authority (MPHA) is a public entity formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in Minneapolis, MN. MPHA is headed by an Executive Director and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations and MPHA's Procurement Policy.

MPHA currently owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 scattered site units throughout the City of Minneapolis; (c) 184 townhome units in the Glendale family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. MPHA has approximately 300 employees.

MPHA is soliciting quotes from qualified entities to provide the above noted services. All quotes submitted in response to this solicitation must conform to all the QSP requirements and specifications. MPHA encourages Section 3, minority- and/or women-owned businesses to respond.

2.0 Pre-Quote Conference. None scheduled. Quoters may schedule an appointment with the Project Manager to view the property: Birra Hussein bhusein@mplspha.org 612-342-1213.

3.0 Question Deadline and Contact with MPHA. The quoter is responsible to address all communication and correspondence, including questions regarding this QSP process, to the Buyer (see contact information below) only, who will respond to all such inquiries in writing by addendum to all prospective quoters. During the QSP solicitation process, the Buyer will not conduct any substantive conversations that may give a prospective quoter an advantage over other prospective quoters. This does not mean that prospective quoters cannot call the Buyer; it means that, other than making replies to direct the prospective quoter where their answer has already been addressed in the QSP documents, the Buyer will not respond to prospective quoters' inquiries but will direct them to submit questions in writing so that the Buyer may fairly respond to all prospective quoters by addendum. Quoters must not inquire or communicate with any other MPHA staff member or official, including members of the Board of Commissioners, regarding this QSP. Failure to abide by this requirement may be cause for MPHA to not consider a quote submittal.

Questions must be submitted in the Housing Agency Marketplace or via e-mail to the Buyer by the question deadline noted below.

Molly Prahm, Buyer
Minneapolis Public Housing Authority
mprahm@mplspha.org
Office: 612-342-1469
TDD/TTY: (800) 627-3529

The deadline to submit questions is **3:00 PM CST on December 24, 2019.**

4.0 Quote Submittal and Due Date. Quotes must be submitted in the Housing Agency Marketplace by the deadline noted below:

1. Access ha.economicengine.com (no "www").
2. Click on the "Login" button on the upper left side of the page.
3. Follow the listed directions.
4. If you have any problems accessing the Housing Agency Marketplace, call customer support at (866) 526-9266.

The deadline to submit quotes is **3:00 PM CST on January 8, 2020.**

NOTE: Late quotes will not be accepted.

5.0 Scope of Work. The MPHA is seeking quotes from qualified firms to furnish all labor, mobilization, materials, services, permits, equipment, utility, and transportation services required to replace the hardware and doors per the specifications and drawings.

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5.1 Contractor's Responsibilities.

- 5.1.1 Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by emergency vehicles or traffic by the public at large. The MPHA reserves the right to approve or reject the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the MPHA, the placement of such equipment or vehicles interferes with such traffic.
- 5.1.2 Background Checks.** All Contractors shall complete a Kari Koskinen background check in compliance with Minnesota Statutes 299C.67 and 299C.68 on all persons (including Contractor's employees as well as any Subcontractor's employees) who will perform work inside an occupied tenant unit. The Contractor shall ensure that those persons do not have a conviction for a disqualifying crime.
- 5.1.3 Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of others (the public; MPHA residents; etc.).
- 5.1.3.1** All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
- 5.1.3.2** The Contractor must examine the work area and determine any unsuitable work condition.
- 5.1.3.3** Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the MPHA's representative in written form.
- 5.1.4 Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.
- 5.1.5 Prior MPHA Approval Required.** Please note that the Contractor shall not conduct any work without the prior written authorization of the MPHA representative. Failure to abide by this directive shall release the MPHA of any obligation to pay the Contractor for any work conducted without the noted prior written authorization. This authorization may take the form of an email.
- 5.1.6 Scheduling.** The Contractor shall perform services during normal business hours from 8:00 a.m. until 4:30 p.m. Monday through Friday, excluding holidays and weekends, unless the Contractor receives prior written authorization from the MPHA stating otherwise.
- 5.1.7 Service Locations.** The Contractor will perform services at 2121 Minnehaha Avenue, Minneapolis, MN 55404.
- 5.1.8 Time of Completion.** The MPHA anticipates a start date of approximately March 9, 2020. The MPHA anticipates the work being completed within 180 days. The dates provided are approximate and may need to be adjusted depending on material lead times. A firm schedule will be established once the contract has been awarded.
- 5.1.9 Weekends.** Unless otherwise approved by the MPHA in writing, the Contractor shall not perform work on MPHA property during a holiday or weekend (Saturday or Sunday).
- 5.1.10** Ensure that all work performed by the Contractor is performed in a professional and safe manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards.

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5.1.11 Submit detailed invoices for services previously performed. Invoices shall detail the contract number, date(s) of services, address(es) where services were performed, and a detailed description of what services were performed. MPHA will not pay for incomplete, inaccurate, or defective work until the Contractor satisfactorily remedies the work at no additional cost to MPHA. Invoices shall be sent to invoices@mplspha.org or 1001 Washington Ave N, Attn: Accounts Payable, Minneapolis, MN 55401.

6.0 Quote Submittal.

6.1 Quote Submittal Process. MPHA intends to retain a contractor using a low-quote basis. The quoter must submit the following items in response to this QSP by the submittal deadline. These documents shall be uploaded to the Housing Agency Marketplace:

6.1.1 Section 3 Business Self Certification Form (Optional). As detailed within the QSP Attachment B, any quoter may claim a Section 3 business preference by completing the Self Certification Form. Prior to award, MPHA will request additional documentation from the quoter to confirm their Section 3 status.

6.1.2 W/MBE and Section 3 Subcontractor Certification Form. As detailed within the QSP Attachment C, all quoters must submit this form as part of their quote submittal. If quoter is unable to contract with any WBE, MBE or Section 3 Businesses, please describe on the bottom of the form the reasons for this.

6.1.2.1 Post-deadline Submittal. The Profile of Firm Form, Attachment A, shall be submitted by the apparent successful quoter after the submittal deadline and within 5 days of being notified to do so by the MPHA.

6.1.3 Proposed Fees. The quoter must submit their proposed fees in the Housing Agency Marketplace by the submittal deadline. Proposed fees will not be accepted after the submittal deadline or in any other format. Unless otherwise stated, proposed fees shall be all-inclusive of all related costs the successful quoter will incur to provide the services, including, but not limited to: labor; tools; materials; equipment; travel expenses; trip fees; mileage; insurance; licensing; employee wages and benefits; clerical support; document copying; long distance telephone calls; etc. Quoters are strongly encouraged to propose realistic fees for the Pricing Items. MPHA reserves the right to not award to any quoter that proposes fees that MPHA determines are not realistic. MPHA will not negotiate increases to any fees after the submittal deadline.

Item No.	Qty.	U/M	Description
1	1	LS	Firm-fixed Base Bid fee to complete the replacement of the stair and trash room doors per the specifications and drawings.

7.0 Additional Information Regarding the Pricing Item.

7.1 Taxes. All persons doing business with MPHA are hereby made aware that as of January 1, 2017, MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. However, contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete a construction contract.

7.2 No Increase in Proposed Unit Fees. The MPHA will not, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline. Quoters are strongly cautioned to submit a realistic price for the Pricing Item identified within the preceding table.

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- 7.3 No Deposit/Retainer.** MPHA will not pay any deposit or retainer fees under the ensuing contract. This means that MPHA will only pay the Contractor for actual work performed. The Contractor will be required to submit a full back-up detail of all work provided.
- 7.4 Quoter Responsibilities.** The quoter is responsible to be aware of and abide by all dates, times, terms, conditions, requirements, and specifications set forth in the QSP documents, including the QSP document, the attachments listed on page 1, and any addenda. By submitting a quote, the quoter agrees to comply with all terms, conditions and requirements set forth in the QSP documents. Written notice from the quoter not authorized in writing by MPHA to exclude any of the requirements contained in the QSP documents may cause such quoter to not be considered for award.

8.0 Evaluation of Quotes.

- 8.1 No Public Opening.** There is no public opening of the quotes as this is an informal solicitation process. MPHA will receive, open, and evaluate all quotes in private, and will inform quoters of the results in a timely manner.
- 8.1.1 Ties.** In the case of ties, the award shall be decided by drawing lots or other random means of selection.
- 8.2 Responsive Evaluation.** Quotes will first be evaluated by MPHA for responsiveness (i.e. meets the minimum requirements). Quoters deemed non-responsive will be notified of such in writing by MPHA in a timely manner.
- 8.3 Responsible Evaluation.** MPHA will evaluate the apparent low quoter for responsibility (i.e. the quoter is qualified, responsible, and able to provide MPHA with the required services). If MPHA determines that the quoter is responsible, MPHA will proceed with award. If MPHA determines that the quoter is not responsible, they will be notified of such in writing by MPHA in a timely manner. MPHA may also request additional documentation and/or information from the apparent low quoter to determine their responsibility.
- 8.4 Restrictions.** Any and all persons having ownership interest in a quoter entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a quoter entity will be excluded from participation in the evaluation of the quote.

9.0 Contract Award.

- 9.1 Contract Forms.** MPHA will only execute a contract on its own forms (see Sample Contract, Attachment D), and by submitting a quote, the quoter agrees to do so. However, MPHA will, prior to the QSP question deadline, consider any contract clauses submitted in writing by the quoter that they wish to include or exclude in the ensuing contract. MPHA will consider and respond to each such written correspondence.
- 9.1.1 Mandatory HUD Forms.** MPHA has no legal right or ability to (and will not) at any time negotiate any clauses contained in any of the HUD forms included as part of this QSP.
- 9.2 Contract Period.** MPHA will award a contract for the period of time it takes to complete the work.
- 9.3 Assignment of Personnel.** MPHA retains the right to request and receive a change in personnel assigned to the work if MPHA believes that such change is in the best interest of MPHA and the completion of the contracted work.
- 9.4 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MPHA shall be void and may result in the cancellation of the contract

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with MPHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by MPHA.

- 9.5 Prompt Return of Contract Documents.** All documents and items required to complete contract execution must be provided to MPHA within 10 days of notification by MPHA.
- 9.6 Contract Service Standards.** All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 9.7 Insurance and Licensing Requirements.** Prior to award, the successful quoter must provide MPHA with:
- 9.7.1 Workers Compensation Insurance.** In accordance with Minnesota Workers Compensation laws, an original certificate evidencing the successful quoter's current industrial (worker's compensation) insurance carrier and coverage amount and Employers Liability with policy limits of \$500,000 per incident;
- 9.7.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MPHA as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000). The \$1,500,000 policy limits may be a combination of underlying and excess liability (follows form) policies.
- 9.7.3 Automobile Insurance.** An original certificate showing the successful quoter's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000;
- 9.7.4 Business License(s).** If applicable, a copy of the quoter's business license(s) allowing them to provide the services in the City of Minneapolis, Hennepin County, and/or the State of Minnesota.
- 9.8 Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and MPHA have responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulation. **2 CFR § 200.321** states:
- 9.8.1** Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.
- 9.8.2** (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 9.8.3** (b) Affirmative steps include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

9.8.4 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- Section 15.5.A, Require Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the MPHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in MPHA contracting.
 - MPHA values resident participation and employment in its contracting. MPHA has participation goal of 20% minority-owned business enterprises (MBE), 7% woman-owned enterprises (WBE), and 10% for Section 3 businesses. The selected quoter agrees to comply, in writing, with all applicable equal opportunity and affirmative action laws, directives, and regulations of the federal, state, and local governing bodies or agencies thereof.

10.0 MPHA's Reservation of Rights. MPHA reserves the following rights:

- 10.1 The Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by MPHA to be in its best interests.
- 10.2 The Right to Not Award.** Not award a contract pursuant to this QSP.
- 10.3 The Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 days written notice to the successful quoter(s).
- 10.4 The Right to Determine Time and Location.** Determine the days, hours and locations that the successful quoter(s) shall provide the services called for in this QSP.
- 10.5 The Right to Retain Quotes.** Retain all quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving quotes without the written consent of MPHA.
- 10.6 The Right to Reject Any Quote.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
- 10.7 No Obligation to Compensate.** Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
- 10.8 The Right to Prohibit.** At any time during the QSP or contract process, prohibit any further participation by a quoter or reject any quote that does not conform to the requirements detailed herein. By submitting a quote, the quoter agrees to abide by all terms and conditions listed herein. The quoter further agrees to inform MPHA in writing within 5 days of discovery of any item listed herein or issued thereafter that they want to address. Failure to abide by this timeframe shall relieve MPHA, but not the prospective quoter, of any responsibility regarding such issue.

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- 10.9 The Right to Reject – Obtaining the Quote Documents.** The Housing Agency Marketplace is the only place to obtain the QSP documents and any other information regarding this QSP, such as addenda. By submitting a quote, the quoter affirms that they obtained all information on such site. Any other group, such as a bid depository, that informs potential quoters of competitive solicitations, is hereby instructed to not distribute the QSP documents to any potential quoters, but to instruct such to visit the Housing Agency Marketplace to obtain the documents.
- 10.10 The Right to Modify.** The right to increase, reduce, add or delete any item in this solicitation as necessary. MPHA reserves the right to increase or delete any scheduled items, reduce the quantity of any scheduled item, or to only award a portion of this QSP.